

Service Level Agreement

For On Demand Products, Versions 5.3.x
Onwards



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Change Control			
Version	Issue Date	Responsible Party / Title	Updates
0.1	08/11/2014	Ariel Martínez / Project Manager / PMO	New Release
0.2	08/13/2014	Stephane Mathieu / CTO Brian Beneke / CEO	Final Draft
1.0	01/04/2015	Jonathan Domínguez / Lead Operations & Processes	Changes in Response Time Objectives, changes in the name of the service center, change of the service management tool and improvements to Service Desk processes.
1.1	03/05/2016	Jonathan Dominguez / Lead Operations & Processes	Correction to Exhibit A. Remove priority 5, the change and service request will manage into the Severity 4 (to provide estimated completion date).
1.2	27/04/2017	Juan Pablo Cruz Uribe / Delivery Manager	Correction to Service Hours. Included priority 0 to ensure access and payroll process.

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1 Introduction

1.1 Purpose

ADAM Human Capital Management (“ADAM”) believes that its customers should be able to expect an exceptional level of service from the company as a payroll, human talent and information management ADAM. This document sets forth what constitutes acceptable service from ADAM in quantifiable and measurable terms. It also documents ADAM’s service objectives and how those objectives will be measured. Although, each customer’s situation varies, ADAM will strive to meet and exceed these standards across all the customers for which this Service Level Agreement (“SLA”) applies.

This document applies only to customers using the following products (together the “products”):

- ADAM Core Server On Demand, versions 5.3.x or greater;
- ADAM Compensation & Benefits On Demand, 5.3.x or greater;
- ADAM Human Talent On Demand, 5.3.x or greater;
- ADAM HR Information Management (HRIM) On Demand, versions 5.3.x or greater; and
- ADAM Access & Usability On Demand, versions 5.3.x or greater.

General Feature Set Covered:

Core Server	Compensation & Benefits	Human Talent
Analytics	Tax & Regulatory Compliance	Talent Acquisition
Audit Trails	Standard Payroll	Performance Management
Authentication Management	Special Payroll	Skills & Profiles
Workflow	Time & Attendance	Wages & Salaries
Integration Bus	Benefits	eLearning & Training
Data Migration & Processing	Vacations	
Notifications	Loans & Credits	
Organizational Structure	Savings & Funds	
Personnel Inventory	Paystub Stamping	

HR Information Management (HRIM)	ADAM Access & Usability
Master Employee Records	ADAM Navigator (Web Access)
Document Delivery & Certification	ADAM Operator
Digitalization & Identity Verification	ADAM Administrator

1.2 Scope

ADAM provides the Service Desk as a central resource for customers to receive technical support for ADAM's products and services, as specified in the referenced document (ADAM On Demand and On Premise Support Policy). The Service Desk is available only to customers who are:

- Using versions of ADAM products currently supported by ADAM and specified herein;
- Using unsupported or legacy products under an Extended Support Agreement (ESA);
- Not currently in a deployment or implementation phase (If a product is in the process of being implemented, please contact your ADAM project manager or sales representative.); and
- Paid current on all invoices, as all past-due invoices must be cleared before support can be provided.

Service does not include:

- Requests by customer's personnel who are not included on the list of employees who are authorized to receive support;
- Support for non-ADAM hardware or software which are not directly supporting or serving ADAM On Demand in production mode;
- Incidents or requests not listed as supported in the ADAM On Demand and On Premise Support Policy.

1.3 Other Support Resources

- ADAM Service Desk, Service Description
- ADAM Service Desk, Service Request Tool Users Guide
- ADAM Service Desk, Service Request Fullfilment Management Procedure
- ADAM Service Desk, Incident Management Procedure
- ADAM Service Desk, Problem Management Procedure
- ADAM Service Desk, Service Resquest Management Procedure

2 Participants

2.1 Document Owners

The following persons shall monitor this SLA and update, and approve such updates, from time to time.

Name	Position
<i>Individuals Responsible for Updates:</i>	
Karla Torres	Lead Associate Service Desk
Jonathan Domínguez	Lead Associate Operations & Processes
<i>Approvals Needed by:</i>	
Stephane Mathieu	CTO / VP Technology
Brian Beneke	CEO
Bob Navar	VP, Global Sales

2.2 Contact for SLA Questions

Name	Portal	Phone Number
ADAM Service Desk	http://support.adamhcm.com	+52 55 1500 8600

2.3 Responsibilities

The following roles outline the responsibilities of the individuals involved in the provision and receipt of services at the Service Desk.

Please request the appropriate ADAM individual listed to ensure your requests are appropriately routed. If the corresponding member of the customer's organization with the authority to make request is available to discuss issues, ADAM will be able to resolve the request more promptly.

Customer Roles	Customer Responsibilities
End User (Level 1)	<ul style="list-style-type: none">• Communicate issues and requirements to the Service Desk via the approved methods of communication listed at http://support.adamhcm.com.• Provide prompt responses to questions the service agent may have.• If in implementation mode, communicate any issues with the services provided to an account executive or ADAM project manager.
Customer Service	<ul style="list-style-type: none">• Maintain communication with the Service Desk leadership to review

Contact (Level 2)	<p>service issues and requests for changes.</p> <ul style="list-style-type: none"> • Administer the Service Change Control Procedure described in this Agreement. • Review service improvement plans, corrective actions, and progress.
Service Level Manager (Level 3)	<ul style="list-style-type: none"> • Analyze and review Service Performance against this SLA. • Organize and maintain regular Service Level reviews with ADAM Service Desk leadership, which includes reviews of: <ul style="list-style-type: none"> - outstanding actions from previous reviews; - current performance; - Service Levels and targets (when necessary); - ADAM and customer actions to maintain and improve Service Levels. • Act as a coordination point for any temporary changes to Service Levels required (i.e. extra support hours required by the customer, reduced levels of service over maintenance periods required by ADAM, etc.).
ADAM Roles	ADAM Responsibilities
HRIM Operator (Level 1)	<ul style="list-style-type: none"> • Monitor the Service and Service Levels. • Report on the performance of service components. • Maintain operational logs and journals, including monitoring data. • Maintain knowledge bases. • Monitors system tuning. • Execute day-to-day operations, enabling Services to be provided. • Provide data on the execution of Services. • Record work in Service Desk software system. • Performs routine maintenance tasks, including knowledgebase updates. • Implements approved operational changes.
Service Level Manager (Level 2)	<ul style="list-style-type: none"> • Negotiate and agree with customers for special service level requirements. • Analyze and review Service Performance against the SLA. • Organize and maintain regular Service Level review meetings with customers which reviews: <ul style="list-style-type: none"> - outstanding actions from previous meetings;

	<ul style="list-style-type: none"> - current performance; - review of Service Levels and objectives (when necessary); - appropriate actions to maintain Service Levels; - actions required to improve Service Levels <ul style="list-style-type: none"> • Act as a coordination point for any temporary changes to Service Levels required (i.e. extra support hours required by the customer, reduced Levels of Service over a period of maintenance required by ADAM, etc.) • Ensure that changes are assessed for their impact on Service Levels.
Service Delivery Manager (Level 3)	<ul style="list-style-type: none"> • Ensure ADAM provides a high level of service to all users. • Identify and manage Service Desk improvements. • Forecast Service Desk request volume. • Manages Service Desk capacity to meet customer needs and utilization requirements. • Sponsors and leads improvement of delivery infrastructure.

3 Service Objectives and Measurements

3.1 Service Objectives

3.1.1 Service Hours

The Service Desk is available from 08:00 AM to 20:00 PM Mexico City time, Monday through Friday, except when the customer facilities are closed due to holidays, administrative closings, or inclement weather. Services may be requested or an Incident may be reported through the Service Desk portal, located at <http://support.adamhcm.com>, at any time. Incidents reported or services requested outside working hours will be served at the next scheduled working day, unless a special procedure for Major Incident is invoked (see ¶ below).

Service Desk hours may be extended upon at least 7 days' notice for a fee. Please contact the Service Desk through the Service Desk portal to request extended hours.

3.1.2 Scheduled Processing

Users must request service, reports and Incidents by logging into the Service Desk online portal, located at <http://support.adamhcm.com> and submitting a completed service request form. All Incidents will be managed according to ADAM's Incident Management Procedure. All service requests made by End Users will be managed according the Request Fulfillment Management Procedure (RFMP).

For details like workflows, roles and responsibilities, covered products, escalation and control procedures, see the referenced documents:

- ADAM Service Desk, [Service Request Tool Users Guide](#)
- ADAM Service Desk, [Service Request Fullfilment Management Procedure](#)
- ADAM Service Desk, [Incident Management Procedure](#)

- ADAM Service Desk, [Problem Management Procedure](#)
- ADAM Service Desk, [Service Request Management Procedure](#)

3.1.3 Exceptional Processing

ADAM has an emergency support team member on call in order to assist with any incident affecting system availability. If it is a true emergency, please contact us at +52 55 1500 8600 from 8:00 pm hours to 6:00 am Mexico City time, if you have one of the following problems and ADAM’s on call personnel will assist you:

- Running Payroll Processes (running calculations, payroll closings, accounting policies and payments)
- Unblocking Users
- ADAM On Demand Portal Access
- Information Management Services (ADAM Data Integration Services, FTP, SFTP)
- Disabling Users (a signed form is required)

In the case of an emergency, procedures are defined in the following documents:

- ADAM Service Desk, [Service Description](#)
- ADAM Service Desk, [Incident Management Procedure](#)
- ADAM Service Desk, [Problem Management Procedure](#)

3.1.4 Service Performance

The target resolution time for each Incident or Service Request depends on its Priority. The target first response time and resolution times are as follows:

Priority	Description	Target First Response Time	Target Resolution Time
P0	Immediate	Immediate	
P1	Urgent	30 Minutes	4 Hours
P2	High	60 Business Minutes	10 Business Hours
P3	Normal	90 Business Minutes	32 Business Hours
P4	Low	120 Business Minutes	100 Business Hours

Priority, Urgency, and Impact of the Incident or Service Request are determined at ADAM’s discretion, using the following table as a guide:

	Impact		
Urgency	High	Medium	Low
Immediate	P0		
Urgent	P1	P2	P3
High	P2	P3	P4
Normal	P3	P4	P5
Low	P4	P5	P5

Urgency: Taking into account the effect on business processes and continuity, the level is set using the following guidelines:

- Access to ADAM, payroll calculation, monitor services (Immediate);
- Business processes, operation or continuity impaired (Urgent);
- Business processes, operation or continuity sustained through alternative tasks route (High);
- Business processes, operation or continuity sustained with some obstacles (Normal);
- Business processes, operation or continuity sustained with minor obstacles (Low);

Impact: To determine the Incident’s impact, the highest relevant category is selected:

- A large number of staff is affected and/or not able to collect compensation and/or benefits. A large number of internal customers or companies are affected and/or acutely disadvantaged in some way. The financial, legal, contractual or union risks will be impacted by the service request. The damage to the reputation of the companies impacted is likely to be high (High);
- A moderate number of staff is affected and/or not able to collect their compensation and or benefits. A moderate number of internal customers or companies are affected and/or acutely disadvantaged in some way. The financial, legal, contractual or union risks will be impacted in a moderate fashion by the service request. The damage to the reputation of the companies impacted is likely to be moderate (Medium);
- A marginal number of staff is affected and/or not able to collect their compensation and or benefits. A marginal number of internal customers or companies are affected and/or acutely disadvantaged in some way. The financial, legal, contractual or union risks will be impacted in a marginal fashion by the service request. The damage to the reputation of the companies impacted is likely to be marginal (Low);

4 Service Assumptions

The services and costs within this Agreement are based on the assumptions below. Any assumption found invalid could have an effect on ability to meet service targets and/or costs charged for services. Changes to assumptions will be handled in accordance with the Service Change Control Procedure described in this Agreement.

The service assumptions included with this Agreement are:

- a) The customer can create any Service Request on ADAM's Service Request Tool (<http://support.adamhcm.com>).
- b) For Incidents and Problems, the customer includes detailed information, such as user, profile, module, input data, output data, and expected data.
- c) The customer follows the following procedures appropriately:
 - a. Service Request Fullfilment Management Procedure
 - b. Incident Management Procedure
 - c. Problem Management Procedure
 - d. Service Resquest Management Procedure

5 Service Exclusions

ADAM is not responsible for any non-compliance with any level of services if the failure is attributable to any of the following:

- a) Any non-compliance by customers;
- b) Reductions in services or resources, requested or authorized by customers of ADAM;
- c) New requests for services provided that ADAM has notified customers that the implementation of this request would result in a non-compliance with the Level of Service.
- d) Service outages due to planned maintenance;
- e) Interruptions due to causes beyond the direct control of ADAM, including but not limited to: customer connectivity/network issues, performance of third party software, including customizations, interoperating with ADAM's software, internet or phone disasters, ISP and hosting site disruptions;
- f) ADAM shall implement a business continuity plan (BCP) to respond to disasters that are beyond the direct control of ADAM. When the BCP becomes operational, ADAM will perform the services defined in the BCP.
- g) Force Majeure: ADAM shall not be liable for any performance non-compliance or delay pursuant to this contract that are due to reasons beyond its reasonable control, including acts of war, natural disasters, social unrest or labor issues unrelated to ADAM, such as a revolution, riots/mutinies, seizure, sabotage or government action. Regardless, ADAM shall be liable for its

performance as identified in the established Disaster Recovery Plan, which will be executed in force majeure situations.

The service levels defined herein shall not apply for the duration of the stabilization period, 3 months following "Go Live" of a new implementation.

6 SLA Changes

ADAM shall notify customers at least thirty (30) days prior to the date of a material change to the service levels, provided that ADAM will only propose a change to the service levels no more than once a quarter.

Within the 30 days following the receipt of customer's request for an addition or modification to the Service Levels, ADAM shall respond with a commercial proposal which would enable ADAM to provide the Services as requested. In the event an addition or modification in a Level of Service deviates from ADAM's standard SLA, requires implementing a new tool, methodology or additional resources, ADAM may implement those modifications at customer's expense and under a Statement of Work.

7 Service Level Credits

In the event of non-compliance with a Critical Service Level, ADAM shall grant Level of Service Credits as defined below:

Appendix A – On Demand Service Levels Grid establishes the information required to calculate the Service Level Credit in the event of non-compliance with a Critical Service Level. For each non-compliance regarding Critical Service Level, ADAM shall grant the customer a Level of Service Credit, upon customer request, within 3 days of verification by ADAM, to be calculated using the following formula:

Service Level Credit = A x B

Where:

A = Monthly Billing Amount

B = Percentage Amount at Risk

For example:

If ADAM fails to comply with the Minimum Level of Service for a Critical Service Level, and the invoice amount for the month in which the Level of Service Non-compliance occurred is \$1,000.00 and the percentage of the Amount at Risk is 2%, the Performance Credit due to the customer for said Critical Service Level Non-compliance, shall be calculated as follows:

A = \$1,000.00 (Monthly Billing Amount)

Multiplied by

B = 2% (Percentage Amount at Risk)

= \$20.00 (Service Level Credit Amount)

If there has been more than one Critical Service Level Non-compliance within a month, the corresponding sum of Level of Service Credits will be credited to the customer up to 6%.

IMPORTANT

The customer shall notify ADAM in writing within 3 business days of the end of the calendar month in which customer believes it is entitled to receive a Service Level Credit. ADAM shall have the right to

review the notification and determine, in its sole, reasonable discretion, if a Service Level Credit is due to customer.

7.1 Service Level Reporting Responsibilities

Reports, available monthly upon request, will incorporate details of performance against all SLA targets, together with details of any trends or specific actions being undertaken to improve service quality. Optionally, they can be drilled down at the level of components, especially if a target is reported breached. A Service Level analyst will distribute these periodic reports to all participants two days before a Service Level Review meeting. The Service Level Reviews will be held every month and will be led by a Service Level Manager.

7.2 Service Problem Resolution Responsibilities

All Incidents will be managed according the Incident Management Process that was designed along with the design of the Service itself. For details like workflows, roles and responsibilities, work products, escalation and control procedures, see the referenced document [ADAM Service Desk](#).

Users can request service or report an Incident by using one of the following:

- Using the Web Portal (preferred) located at <http://support.adamhcm.com>
- Calling to the Service Desk at: 52 (55) 1500 8600

All service requests will be served in accordance with the provisions of ADAM Support Policy ([On Demand and On Premise Support Policy](#)).

8 Appendix A – On Demand Service Level Grid

Service to Commit to Provide	Indicator Type	Measurement Go Live Date + "X" Months	Expected Level of Service	Amount at Risk	Measurement Coverage (Local - Region)	Window of Measurement
Incident Management						
Average of Incidents Resolved on Time Severity 1 (4 business hours)	Critical Level of Service	3	98.00%	2%	Local	Monthly
Average of Incidents Resolved on Time Severity 2 (10 business hours)	Critical Level of Service	3	98.00%	2%	Local	Monthly
Average of Incidents Resolved on Time Severity 3 (32 business hours)	Critical Level of Service	3	98.00%	2%	Local	Monthly
Average of Incidents Resolved on Time Severity 4 (100 business hours)	Critical Level of Service	3	98.00%	2%	Local	Monthly
Hosting and Server Performance						
Availability of Service Hosted by ADAM (99% hosting uptime)	Critical Level of Service	3	99.00%	2%	Local	Monthly
Service Request and Change Management						
Service Request (8 business hours to provide estimated completion date)	Key Measurement	3	98.00%	2%	Regional	Monthly
Request for Change (5 business days to provide estimated completion date)	Key Measurement	3	98.00%	2%	Regional	Monthly